

Exhibit “P”

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND
COMPOUNDING PHARMACY,
INC. PRODUCTS LIABILITY MDL No. 2419
LITIGATION

Master Dkt:
1:13-md-02419-RWZ

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THIS DOCUMENT RELATES  
TO:

All Actions

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30(b)(6) VIDEOTAPED DEPOSITION OF
MARTIN KELVAS

1:07 p.m.
August 26, 2015

Suite 2600
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Atlanta, Georgia

Blanche J. Dugas, RPR, CCR No. B-2290

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1 because it was voluminous. There was predominantly
2 the pharmacies within the hospitals and whatever they
3 were responsible for for drug distribution.

4 Q. Okay.

5 A. Yeah.

6 Q. So -- but you are aware that Ascension owns
7 more than just hospitals; correct? They own other
8 medical service facilities, ambulatory surgery
9 centers. They own clinics and other things of that
10 nature; correct?

11 A. I was aware that they had diverse
12 businesses that they owned. I was not -- detailed
13 knowledge of them, nor knowledge of how they bought or
14 sold their drugs or how they administered them. I was
15 only aware of our ministry in the Nashville area as to
16 what we did and how we purchased and distributed
17 medications. I wasn't privy to all of -- all of the
18 ministries throughout the United States. So I really
19 can't answer that question beyond that.

20 Q. Okay. So you don't know if the pharmacy
21 council applied to nonhospital entities owned by
22 Ascension or not?

23 A. No. Our contracts were basically for the
24 nonprofit side of the business. As far as any
25 for-profit ventures, that's a whole different class of

1 trade. We had nothing to do with them.

2 Q. So anything that was on the nonprofit side,
3 either because it was owned on the nonprofit side or
4 operated by the nonprofit side, would be covered by
5 the pharmaceutical council; correct? Or the pharmacy
6 council; correct?

7 MS. PUIG: Would be or would not be?

8 MR. STRANCH: Would be covered by the
9 pharmacy council.

10 THE WITNESS: The nonprofit side
11 only.

12 Q. (By Mr. Stranch) Yes. That's correct.

13 A. Yes.

14 Q. And St. Thomas Hospital fell within the
15 nonprofit side; correct?

16 A. Yes.

17 Q. Okay. Does that also apply to network and
18 health? St. Thomas Network and St. Thomas Health also
19 fell within the nonprofit side?

20 A. The network, yes. I couldn't tell you -- I
21 didn't have a list. I only knew what I was dealing
22 with at St. Thomas Hospital. We had a limited number
23 of clinics that we were told were part of the network.
24 They were considered a cost center of the hospital.

25 Q. Okay.

1 Q. So would STOPNC have then been on the
2 for-profit side of the Ascension entities?

3 A. That's what I was led to believe.

4 Q. Okay. And were you led to believe that
5 during the time you worked at St. Thomas Hospital or
6 at some point since then?

7 A. No, when I worked there.

8 Q. Okay.

9 A. Yeah. It was made very clear that they
10 were not a cost center of the hospital.

11 Q. Okay.

12 MS. PUIG: Would this be a good time
13 for a break?

14 MR. STRANCH: Sure. If you're ready.
15 Ready for a break?

16 THE WITNESS: Sure.

17 MS. PUIG: So we're off the record.

18 VIDEOGRAPHER: 2:12 p.m., we're off
19 the record.

20 (A recess was taken.)

21 VIDEOGRAPHER: This is Disc No. 2.

22 2:31 p.m., we're on the record.

23 Q. (By Mr. Stranch) Okay. I understand
24 you've signed a protective order in the break; is that
25 correct?

1 Q. Yeah. So if someone from that for-profit
2 side that is in that different class had contacted
3 you, would you have at least encouraged them to
4 contact the Board of Pharmacy or Board of Health to
5 determine whether they could be doing this?

6 A. I don't know. Like I said, that didn't
7 happen. I never spoke to them about it. I didn't
8 even think of calling them because we -- you know, the
9 line is drawn in the sand. They're over there in the
10 for-profit world. We're in the nonprofit world. Our
11 worlds did not -- we did not mesh. We didn't talk to
12 each other, really.

13 So if they had called me, as an inference,
14 I would have told them what we're doing, and I would
15 have explained to them why. But then again, I might
16 have said to them -- first of all, at that point in
17 time before 2012, we had no concern at that point so
18 much about the safety of the product. It was more
19 about the regulatory issue, and being a different
20 class of trade, I couldn't speak to that for the
21 doctor's office. They're outside of that triangle.

22 Q. But if a clinic or a doctor's office was
23 trying to meet the same standards, the same high
24 standards that you meet and provide through your
25 pharmacy, you would have discouraged them from

1 A. Yes, sir.

2 Q. You did not give that instruction to anyone
3 at STOPNC; true?

4 A. That's -- that's correct.

5 Q. Okay. You didn't call Dr. Culclasure and
6 say, do not buy from a compounding pharmacy; right?

7 A. That's correct.

8 Q. Didn't call Debra Schamberg and say, do not
9 buy from a compounding pharmacy; right?

10 A. That's correct.

11 Q. And this directive to your staff was not
12 put in writing; true?

13 A. No.

14 Q. That you remember.

15 A. No. Not that I recall, no.

16 Q. And there is a process at St. Thomas for
17 adopting formal written policies; right?

18 A. Yes.

19 Q. And the policy -- or your directive to your
20 staff, it was never put through that process and
21 became a formal policy prior to 2012; true?

22 A. That's correct.

23 Q. In fact, I think you told us just a few
24 minutes ago that you have no recollection of ever
25 discussing anything about compounding pharmacies or

1 about NECC with anyone at STOPNC; true?

2 A. That is correct.

3 Q. Same with Howell Allen; true?

4 A. That is correct.

5 Q. And I think you told us a few minutes ago
6 that there would be no reason for you to give that
7 instruction to anyone at STOPNC; right?

8 A. That's correct.

9 Q. And one of the reasons that there would be
10 no reason for you to give that instruction is because
11 you weren't responsible for purchasing drugs for
12 STOPNC; true?

13 A. That is correct.

14 MR. STRANCH: Object to form.

15 Q. (By Mr. Tardio) You didn't have any
16 authority to tell STOPNC what to do or what not to do;
17 right?

18 A. That's correct.

19 MR. STRANCH: Objection to form.

20 MS. PUIG: If you could wait just a
21 second to give everybody the opportunity to
22 object.

23 THE WITNESS: I'm sorry.

24 MS. PUIG: That's okay. The pace has
25 quickened a bit, but let everybody say what

DEPOSITION ERRATA SHEET

DLS Assignment No. 23352

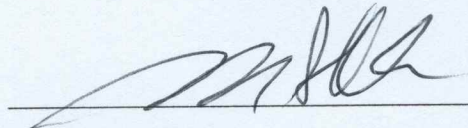
Case Caption: In Re. New England Compounding Company
Products Liability Litigation

Witness: MARTIN KELVAS - 08/26/2015

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read
the entire transcript of my deposition taken in the
captioned matter or the same has been read to me, and
The same is true and accurate, save and except for
changes and/or corrections, if any, as indicated by me
on the DEPOSITION ERRATA SHEET hereof, with the
understanding that I offer these changes as if still
under oath.

Signed on the 19th day of
October, 2015.



MARTIN KELVAS

DEPOSITION ERRATA SHEET

Page and line	Change to	Reason for change
GLOBAL	"St. Thomas Health" should be "Saint Thomas Health"	Transcription error
GLOBAL	"St. Thomas Network" should be "Saint Thomas Network"	Transcription error
GLOBAL	"St. Thomas Entities" should be "Saint Thomas Entities"	Transcription error
GLOBAL	"Beckom" should be "Beckham"	Transcription error
1	Remove reference to "30(b)(6)"	Transcription error
15/16	Change "them" to "him"	Transcription error or misspoke
23/7	"stopped" should be "started"	Transcription error or misspoke
25/24	Change "Carmichael" to "Carmen"	Misspoke
26/12	Change "of it" to "the severance letter"	Clarification
27/25	Change "Ebel" to "Boal"	Transcription error
32/11	Change "direct report" to "supervisor"	Misspoke
43/18	Change "upstanding" to "standing"	Transcription error
45/13	Change "law" to "log"	Transcription error
45/14	Change "Ebel's" to "Boal's"	Transcription error
52/10	Change "Tagatzs" to "Tagatz"	Transcription error
61/12	Change "PT and T" to "P and T"	Transcription error or misspoke
66/23	Insert "non-profit" before "clinics"	Clarification
67/5	Insert "What" before "we"	Transcription error or misspoke
68/3	Change to "That's what I was led to believe, if by Ascension Entities you're referring to Saint Thomas Health"	Clarification
71/21	Change "antirooms" to "anterooms"	Transcription error
82/23	Change "Ebel's" to "Boal's"	Transcription error
98/20	Change "reviewing" to "review"	Transcription error or misspoke
104/19	Insert "a" after "had"	Transcription error or misspoke
120/13	Change "an inference" to "a reference"	Transcription error or misspoke
160/16	Change "now" to "not"	Transcription error
166/9	Change "Giomi" to "Giamei"	Transcription error
167/19	Insert "non-profit" before "clinics"	Clarification
184/5	Change "you're" to "your"	Transcription error

SIGNATURE: _____



DATE: _____

10-19-15